

**AGREEMENT BETWEEN THE ACTING COUNTY PROSECUTOR  
OF ESSEX COUNTY  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 1158  
(PROSECUTOR'S CLERICAL UNIT)  
(JANUARY 1, 2002 THROUGH DECEMBER 31, 2005)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of October, 2003, by and between the Acting County Prosecutor of Essex County (hereinafter "Prosecutor") and the International Brotherhood of Electrical Workers, Local 1158 - Prosecutor's Clerical Unit (hereinafter the "Union").

**PREAMBLE**

THIS AGREEMENT has as its purpose the promotion and maintenance of a harmonious relationship between the Prosecutor and the members of the Union in order to assure continued efficient and progressive service to the public by the Office of the Prosecutor of Essex County, New Jersey.

**ARTICLE I: RECOGNITION AND SCOPE**

Section 1: The Prosecutor hereby recognizes the Union as the exclusive representative of all clerical employees of the Office of the Prosecutor of Essex County for the purpose of collective negotiations under and pursuant to Chapter 303, Laws 1968 (N.J.S.A. 34:13A-1 et. seq.) with respect to salary, hours and other terms and conditions of employment in the negotiating unit described below:

**ALL CLERICAL EMPLOYEES OF THE ESSEX COUNTY PROSECUTOR'S  
OFFICE**

Section 2: Unless otherwise indicated, the terms "employee" and "member" are used interchangeably in this Agreement, either of which term refers to a person or persons represented by the Union in the above defined negotiation unit.

**ARTICLE II: RIGHTS AND RESPONSIBILITIES OF THE  
PROSECUTOR AND THE BOARD OF CHOSEN  
FREEHOLDERS**

- Section 1: In order to administer effectively the affairs of the Prosecutor's Office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor by law prior to the signing of this Agreement.
- Section 2: Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this agreement.

**ARTICLE III: DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Prosecutor or anyone acting on behalf of the Prosecutor against the members represented by the Union because of membership or activity in said Union. The Union shall not intimidate or coerce employees of the Prosecutor into membership. Neither the Prosecutor nor the Union shall discriminate against any employee because of race, creed, age, color, sex, or national origin.

**ARTICLE IV: COLLECTIVE NEGOTIATIONS PROCEDURE**

- Section 1: Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized representative.
- Section 2: Collective negotiating meetings shall be held at the request of the Prosecutor or the Union at times and places mutually convenient.
- Section 3: Members of the Union who may be designated to participate in meetings scheduled for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay or without loss of compensatory time, if any shall have been approved.

**ARTICLE V: GRIEVANCE PROCEDURE**

- Section 1: Any dispute, difference or grievance regarding the interpretation, application or violation of policies, administrative decisions, and agreements, including this Agreement, affecting employees covered by this

Agreement, shall be submitted in writing to the immediate supervisor within five (5) working days of the occurrence. The supervisor shall respond no later than five (5) working days from receipt of the written memorandum. Disputes as to the Prosecutor's decision on performance increments shall be subject to grievance under this procedure.

- Section 2: If said supervisor does not respond within five (5) working days or said response does not solve the dispute, difference or grievance, then a memorandum shall be submitted to the Prosecutor within sixty (60) working days. Within ten (10) working days of receipt of such memorandum, a conference shall be scheduled between representatives of the Union and representatives of the Prosecutor.
- Section 3: In the event that such dispute, difference or grievance shall not be settled as a result of the above conference, the Prosecutor shall formally, within ten (10) working days of the conference, respond to this dispute, difference or grievance to the representative of the Union. Should said response to the dispute, difference, or grievance not be satisfactory, the Union and only the Union, has the right to submit said dispute, difference or grievance for arbitration to the New Jersey State Board of Mediation or the Public Employees Relations Commission, who shall designate an arbitrator.
- Section 4: The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Union shall have the right to submit a matter to arbitration.
- Section 5: Any employee who shall be required to testify at or attend hearings of arbitration, mediation, or settlement or any question of violations of this Agreement shall not suffer any loss of wages or compensatory time by reason thereon.

## ARTICLE VI: SALARIES

### Section 1:

- a. Effective July 1, 2002: 3% total lump sum bonus payment to all IBEW represented Prosecutor clerical employees for half a year. To be eligible for the bonus payment, an employee must have been employed by the Prosecutor and represented by IBEW on or prior to July 1, 2002 and must still be employed by the Prosecutor when the contract is ratified by the Board of Chosen Freeholders. The payment amount, approximately \$600, will be equal among all members. All eligible employees will receive the same dollar amount payment regardless of current salary.

- b. Effective January 1, 2003: Zero percent (0%) increase, however, the July 1, 2002 lump sum bonus of three percent (3%) total will be distributed as follows: each individual employee's base will be increased by 2.5 percent of those IBEW members who were on the payroll on January 1, 2003 and are on the payroll on the date of ratification by the Board of Chosen Freeholders, and the remaining .5 percent is contributed to the union development fund. The .5 percent is based on the 2002 payroll and this frozen amount will be paid into the fund each year of the contract. To be eligible for this increase, the employee had to have been represented by IBEW on January 1, 2003.
- c. Effective January 1, 2004: Zero percent (0%) increase.
- d. Effective in 2005:

January 1, 2005: One percent (1%) of the base rate of pay, which is a frozen amount based on the 2004 payroll, will be contributed into the Union Development Fund.

January 1, 2005: One percent (1%) increase on base pay to eligible employees who are on the payroll as of January 1, 2005.

July 1, 2005: Two percent (2%) increase on base pay to eligible employees who are on the payroll as of July 1, 2005.

Section 2: The employee, by job performance, must earn the incremental payment claimed and if the Prosecutor takes a position that such employee member claiming such incremental payment has not, by job performance, earned such a payment, then in that event upon the presentation of proper proofs establishing such conclusion, the Prosecutor has the right to deny either permanently or temporarily; the incremental payment claimed due by any involved employee. Any employee denied an increment may have their claim reviewed by the Union. If the Union feels that the employee has been unfairly denied an increment, the Union may file a grievance on their behalf.

Section 3: The Prosecutor shall forward the appropriate personnel documents to the County no later than March 31<sup>st</sup> of each year to effectuate payment of merit increments, provided all appropriate supervisor evaluations are completed and received by the Prosecutor by January 31<sup>st</sup> of that year.

Section 4: The County will continue a payroll hold back not to exceed one week.

#### ARTICLE VII: HOURS OF WORK

- Section 1: The normal work day for all members of the Union shall be seven hours a day, inclusive of a one hour lunch. The hours shall be staggered between 8:00 a.m. and 5:00 p.m., however each employee's schedule will be thus continuously.
- Section 2: Compensation for special shift duty will be paid to any member required to work in a work shift comprised of hours other than the customary period staggered between 8:00 a.m. and 5:00 p.m. Said compensation will consist of an hourly rate fifteen (15) percent higher than that existent under the regular salary provisions contained herein as they apply to the member during the special shift.
- Section 3: The normal workday for all members of the Union who were hired after September 1, 1999 shall be eight (8) hours a day, inclusive of a one (1) hour lunch. All references in the existing overtime provision to thirty-five (35) hours shall be changed to forty (40) hours for employees hired after September 1, 1999. All references in the existing overtime provision to a normal workday as seven (7) hours shall be changed to eight (8) hours for these employees.

#### ARTICLE VIII: OVERTIME

- Section 1: Overtime shall mean only those hours worked beyond the normal work day. For all members of the Union, a normal work day shall be seven hours, notwithstanding employees approved for shift differential hours, inclusive of a one hour lunch. (See Article VII, Section 1).

Overtime shall accrue whenever any employee works more than thirty-five (35) hours per week. Only overtime which is approved and verified by the Prosecutor or his/her designee shall accrue.

Section 2:

- A. Compensatory Time shall be given for all hours worked over thirty-five (35) hours per week. Said Compensatory Time shall be at the rate of one (1) hour of Compensatory Time for every hour worked, except for weekend work which will be at a rate of one and one-half (1-1/2) for every hour worked.
- B. Overtime at the rate of one and one-half (1-1/2) times the base salary (exclusive of longevity) shall be paid for all hours worked over thirty-five (35) hours per week. These overtime provisions became effective November 2, 1991.
- C. All overtime must be authorized by the Prosecutor or his/her designee in writing prior to actual work performed.

- D. The normal workday for all members of the Union who were hired after September 1, 1999 shall be eight (8) hours a day, inclusive of a one (1) hour lunch. All references in the existing overtime provision to thirty-five (35) hours shall be changed to forty (40) hours for employees hired after September 1, 1999. All references in the existing overtime provision to a normal workday as seven (7) hours shall be changed to eight (8) hours for these employees.

#### ARTICLE IX: VACATIONS

Vacations shall be granted to members of the Union as follows:

First year of employment:	1 day for each month of employment
Second through ninth year:	3 weeks
Tenth through nineteenth year:	4 weeks
After twenty years:	5 weeks

Any member who celebrates their tenth or twentieth anniversary under the employ of the Prosecutor's Office will be granted the additional vacation time during the year in which they celebrate their anniversary.

#### ARTICLE X: LONGEVITY

Longevity benefits continue in accordance with Freeholder Resolution No. 32342.

#### ARTICLE XI: HEALTH BENEFITS

Section 1: The existing Health Insurance and Prescription Programs shall remain in effect for the life of this Agreement, except as follows:

- A. One month after full ratification by the union membership, the Prosecutor and the Board of Chosen Freeholders, the prescription drug plan co-payment will be increased from the current \$1.00 - \$5.00 to \$5.00 - \$10.00. The County will continue a mail order prescription program.
- B. Effective January 1, 2005, the prescription drug plan co-payment will be increased from \$5.00 - \$10.00 to \$10.00 - \$15.00. The County will continue a mail order prescription program.

- C. A mandatory second surgical opinion and pre-admission review program. (Second surgical opinion and pre-admission review are more fully explained in Appendix A attached hereto).
- D. "New Hires" will contribute (co-pay) twenty-five percent (25%) of the cost of health benefits insurance premiums for dependent coverage.

For the purpose of the provision "New Hires" shall be defined as employees hired after November 24, 1993. All employees working for the County Prosecutor on November 24, 1993 shall be considered "vested" in the current health care coverage and shall not be required to pay a twenty-five (25%) co-pay for dependent coverage if laid off after the signing of the contract and then rehired by the County Prosecutor.

Section 2: The County reserves the right to change, without negotiation, the manner in which Health Benefits are provided as long as such benefits are not reduced. The parties agree to establish a joint Union/Management Committee to study and recommend health care program benefits for the purpose of controlling costs.

Section 3: RETIREE HEALTH BENEFITS

The County will provide health benefits as described in Part 1 to employees who retire and fulfill all the requirements and criteria of Part II of this Section.

Part I

- A. The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered employee died.
- B. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMO's). The County reserves the right to amend or change this coverage and the plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this Agreement is signed.
- C. The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.

- D. At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly understood that the County will provide only supplemental coverage to Medicare.

## Part II

In order to be eligible for the health benefits described in Part I, the employee who retires must:

- A. Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Fireman's Pension Fund (CPFPPF); and
- B. Be actively employed with the County of Essex on or after June 10, 1998; and
- C. Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and
- D. Have been an employee of the County of Essex immediately prior to his/her retirement; and
- E. Not elect a vested and deferred retirement; and
- F. Not elect or take a disability retirement with less than 25 years of service credit in PERS, ERS, PFRS or CPFPPF; and
- G. Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits coverage from any employer; and
- H. Not receive health benefits coverage from a source other than Essex County; and
- I. Not be eligible to receive health benefits coverage from a source other than Essex County; and
- J. Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and
- K. Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency. Notwithstanding any other provisions in this Memorandum and/or any Collective Bargaining Agreements previously executed by and between the parties, and other than as provided in Part IA and Part IIG above, the retiree health benefits provided for in this Section 3 shall be considered vested benefits as to



#### ARTICLE XIV: HOLIDAYS

Section 1: Employees shall be granted the following paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

In addition, at the discretion of the Prosecutor, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

#### ARTICLE XV: COMPENSATION FOR HALF HOUR

Compensation for extra half hour worked will be given in accordance with prior contract negotiations and made a part hereof (copy of which is attached).

#### ARTICLE XVI: SICK LEAVE

The Sick Leave Policy established by the County of Essex shall be continued during the term of this Agreement.

#### ARTICLE XVII: WORK INCURRED INJURY

Where an employee covered under this Agreement suffers a work connected injury or disability, the employer shall comply with all the provisions relating to disability benefits as per the Essex County Policy and Procedures dealing with Workers Compensation.

### ARTICLE XVIII: TUITION REIMBURSEMENT

The County shall provide up to a maximum of \$2,266 for all tuition reimbursement in 2004 and each year of the contract thereafter for tuition reimbursement. The following requirements shall apply:

- a. The employee must obtain prior written approval from the Prosecutor.
- b. The course must be taken at an accredited institution of higher learning.
- c. The course must be taken on the employee's own time.
- d. The employee must show proof of attendance and a grade level of at least "B" or its equivalent. If course is pass/fail, then "pass" is acceptable.
- e. The course must be job related. The Prosecutor has exclusive and sole authority to determine if a course is job related, and that decision is not subject to the grievance and arbitration process.
- f. The maximum reimbursement amount per credit is the per credit cost at Essex County College.
- g. The employee must sign a commitment to continue employment with the County for two (2) years. The two (2) year commitment shall commence at the completion of the last course taken by the employee. If an employee fails to meet this requirement, then all tuition reimbursed up to that point shall be repaid to the County.
- h. Requests for reimbursement must be submitted no later than December 31, 2004. Payment will be made in the first quarter of 2005. Reimbursement in the following years will be made in the first quarter of the subsequent year, provided that the request is submitted by December 31 of the preceding year.
- i. It is understood that if the amount of tuition reimbursement sought by the employee and approved by the Prosecutor is less than \$2,266, the remaining money reverts to the County.

If the total cost incurred by all employees exceeds \$2,266 then employees will receive a prorated amount of tuition spent, i.e. the fund shall be divided equally among the applicants but no one shall receive more than the requested tuition reimbursement amount.

### ARTICLE XIX: MAINTENANCE OF STANDARDS

- Section 1: The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of the Union members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.
- Section 2: Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any member pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.
- Section 3: In accordance with N.J.S.A. 34:13A-5.3, proposed new rules as modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

#### **ARTICLE XX: TERMS OF THIS AGREEMENT**

- Section 1: This Agreement shall continue in full force and effect until December 31, 2005 or until a new substituted Agreement is negotiated and executed, whichever shall last occur.
- Section 2: The Prosecutor shall begin negotiating a new Agreement with the Union within a reasonable period following adoption of a final budget by the Essex County Board of Chosen Freeholders.
- Section 3: The parties also agree that all benefits other than monetary can be negotiated throughout the term of this Agreement. Negotiations may be reopened upon request by either party after notice in writing.

#### **ARTICLE XXI: CIVIL SERVICE RULES**

Whenever there should appear to be a conflict between the terms of this Agreement and the Civil Service Law (N.J.S.A. 11A:1-1, et. seq.) or the Revised Civil Service Rules for the State of New Jersey (N.J.S.C. Title 4), the terms of the latter Law and Rules shall prevail.

#### **ARTICLE XXII: SAVINGS CLAUSE**

In the event that any Federal, State, or County law or enactment having force of law or court decision shall cause invalidation of any Article or Section of this Agreement, all other articles and Sections not so invalidated shall remain in full force and effect.

### ARTICLE XXIII: SPECIAL EMPLOYEE FUND

In addition to the current sum equal to five hundred dollars (\$500.00) for each employee on the payroll January 1, 2001 for the purpose of administering a special Employee Development Fund for the betterment of the employees, the County will provide the additional Employee Development Fund contribution pursuant to Article VI, Section 1. The payment amount shall be adjusted yearly, if necessary, to reflect the number of employees on the payroll as of January 1<sup>st</sup>, of each year. Payment will be made no later than January 10, of each year.

It is understood that the administration of this Fund shall be the entire responsibility of the Union. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the County for the purpose of complying with the provision of this Article.

### ARTICLE XXIV: DUES DEDUCTION

- Section 1: The County agrees to deduct dues for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the County a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County.
- Section 2: The County will deduct the current uniform dues from the pay of the employee(s) on bi-weekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.
- Section 3: In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- Section 4: If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.
- Section 5: The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

reason of action taken or not taken by the County for purpose of complying with the provisions of this Article.

Section 6: The County will implement a fair share representation fee, equal to eighty-five percent (85%) dues, which shall be withheld in accordance with applicable law. The Union shall indemnify the County from all liability resulting from and/or caused by dues deduction or fair share representation fee, and the Union states that it is in full compliance with all applicable laws.

#### **ARTICLE XXV: HEALTH AND SAFETY COMMITTEE**

The County agrees to establish a Health and Safety Committee to discuss pertinent issues to the members regarding on-the-job health and safety.

#### **ARTICLE XXVI: FULL AGREEMENT**

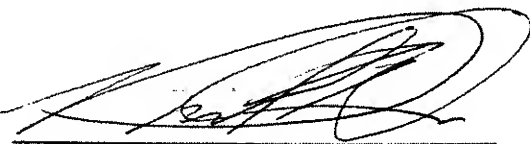
This Agreement represents the complete and final agreement between the parties and is contingent upon ratification of the membership and the approval of the IBEW membership, the Prosecutor, Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by either party during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representative set their hands and seals this \_\_\_\_ day of October, 2003.

FOR THE UNION


  
JOSEPH P. CALABRO  
BUSINESS MANAGER

FOR THE COUNTY PROSECUTOR  
OF ESSEX COUNTY

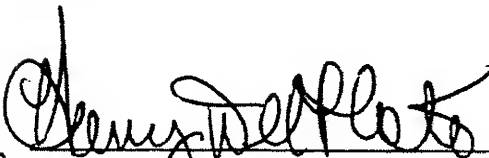
  
PAULA T. DOW, ESQ.  
ACTING ESSEX COUNTY PROSECUTOR

FOR THE COUNTY OF ESSEX

  
JOSEPH N. DIVINCENZO, JR.  
COUNTY EXECUTIVE

  
ADRIANNE DAVIS, CLERK  
BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM AND LEGALITY

  
for FRANCIS J. GIANTOMASI, ESQ.  
ESSEX COUNTY COUNSEL

## APPENDIX A

### Pre-Admission Review

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

### Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If any employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.00.



## Commonly Asked Questions About Pre-Admission Review

### 1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

### 2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number.

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

### 3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you decide to enter the hospital as an inpatient after receiving a denial, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, you must still obtain PAR from the PAR medical specialists. Your physician should call the toll free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

### HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

### OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

### NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a

new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

### Mandatory Second Surgical Opinion Program

#### 1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

#### 2. How does the Mandatory Second Surgical Opinion Program work?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

#### 3. If the second opinion specialist says I do not need surgery can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies

with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

ARTHROSCOPY	Examination of JOINT using a scope (may include meniscoectomy)
CATARACT SURGERY	Surgical removal of cataract (clouded lens) from EYE
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by injection
CHOLECYSTECTOMY	Removal of GALLBLADDER (may include examination of bile ducts)
CORONARY ARTERY BYPASS SURGERY	Insertion of vein graft to bypass an obstructed HEART ARTERY
EXCISION OF INTER-VERTEBRAL DISK	Removal of a herniated DISK (including excision fo disk with fusion)
HYSTERECTOMY	Removal of Uterus
MASTECTOMY	Surgical removal of BREAST (or portion)

MENISCETOMY	Removal of cartilage from the KNEE
PROSTATECTOMY	Removal of all or part of the PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (including submucous resection)
SEPTECTOMY WITH RHINOPLASTY	Removal of an obstruction of the NOSE (includes submucous resection)
SPINAL FUSION	Joining of VERTEBRAE for immobilization
TONSILLECTOMY	Removal of the TONSILS

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

- Cosmetic surgery
- Dental surgery
- Minor surgery (ie. removal of sebaceous cyst)
- Surgery ineligible by your health benefits plan
- Sterilization procedures
- Emergency surgery
- Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can:

- Guarantee that claims will be paid properly;
- Eliminate payment by subscribers for the second opinion consultation; and
- Be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask that the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the specialists participating in the program, is an agreement that the specialist will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?